

## **BANKED LEAVE TIME PROGRAM**

### **1. Eligibility.**

Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

### **2. Definitions and Description of Program.**

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's base pay shall be reduced by four (4) hours per pay period for full-time employees and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

### **3. Hours Eligible for Conversion to Program.**

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of the Program, an employee shall not be able to accumulate in excess of 104 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 39.

### **4. Timing of Conversion of Unused Program Hours.**

Upon an employee's separation, death or retirement from state service, unused BLT hours shall be contributed by the State to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such contributions shall be treated as non-elective employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the contribution.

If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

### **5. Insurances, Leave Accruals and Service Credits.**

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is

enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. Subject to legislative approval, the Program is not intended to have an effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for employer contribution calculations under the State's Defined Contribution Plan.

6. Relationship to Plan A and Plan C.

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Term.

The Program shall be effective beginning with the first full pay period following October 1, 2003. The pay reduction and accrual provisions of the Program shall be in effect through the pay period ending October 9, 2004 unless extended.

**LETTER OF UNDERSTANDING  
ARTICLE 12  
LAYOFF AND RECALL PROCEDURE  
FURLOUGH HOURS**

The layoff and recall provisions of Article 12 shall not apply to this Letter of Understanding.

1. One (1) Scheduled Unpaid Furlough Day In Fiscal Year 2003-04.

A. All employees who do not occupy essential positions, as designated at the sole discretion of the employer, shall be furloughed without pay on January 2, 2004 (the day after New Year's day)

Any furloughed employee whose scheduled regular work hours exceed eight (8) on the above unpaid furlough day, may choose to either: 1) use accrued annual leave credits, BLT hours, or compensatory time to complete their scheduled day, or 2) accept lost time to complete their scheduled day.

Any employee who does not occupy an essential position whose scheduled regular day off falls on January 2, 2004, shall be scheduled for eight (8) additional unpaid floating furlough hours during fiscal year 2004 in accordance with section 3 below.

B. All employees who occupy essential positions, as designated in the sole discretion of the Employer, who are not furloughed on January 2, 2004 shall be scheduled for eight (8) additional unpaid floating furlough hours during fiscal year 2004 in accordance with section 3 below.

2. One Paid Furlough Day In Fiscal Year 2003-04.

A. All employees who do not occupy essential positions on December 26, 2003, as determined in accordance with the procedure outlined above, and are otherwise

scheduled to work on that day, shall receive one (1) paid furlough day on December 26, 2003 (the day after Christmas).

B. All employees who occupy essential positions on December 26, 2003, as determined in accordance with the procedure outlined above, who work on December 26, 2003, shall have eight (8) hours of leave added to their annual leave counter.

C. All employees who are not scheduled to work on December 26, 2003 as a result of their regular day off, and do not work on that day, shall have eight(8) hours of leave added to their annual leave counter.

### 3. Unpaid Floating Furlough Hours.

In addition to 1. and 2. above, all employees shall be scheduled for and incur thirty-two (32) unpaid furlough hours during fiscal year 2004. Such hours shall be scheduled by mutual agreement of the employee and his/her supervisor in a manner similar to annual leave. Not more than eight (8) hours of mutually scheduled unpaid furlough hours may be scheduled in a week defined as Sunday through Saturday.

In the event that the requisite number of unpaid furlough hours have not been scheduled by the end of the first full pay period in May, 2004, the employer shall schedule the employee for the remaining hours. No more than eight (8) employer scheduled unpaid furlough hours may be scheduled in a pay period. Employees shall receive notice of such employer scheduled unpaid furlough hours at least fourteen (14) calendar days prior to the beginning of the pay period in which they are to be furloughed.

If an employee is called in to work on a voluntary or mandatory overtime basis on a scheduled unpaid furlough day for a full shift (eight or more hours), the employee will be rescheduled for eight unpaid furlough hours in the manner provided herein. The intent of the parties is that all employees incur forty (40) hours of unpaid furlough.

If an employee is called back to work, the provisions of Article 14, Section H will apply. Those furlough hours affected by call back will not be rescheduled.

An employee who is furloughed in accordance with this Letter of Understanding shall not be entitled to any leave balance payoffs upon furlough, however, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if they were in full pay status. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the furloughs.

## **LETTER OF INTENT PRO-RATING OF FURLOUGH HOURS**

The parties hereby affirm their intent that less than full-time employees and employees entering the bargaining units during fiscal year 2004 shall have their required number of unpaid furlough hours pro-rated in accordance with the Civil Service regulation applicable to non-exclusively represented employees.

## **NO LAYOFF GUARANTEE**

The employer agrees that no employee in the Labor and Trades and Safety and Regulatory Bargaining Units will be indefinitely or temporarily laid off during fiscal year 2004. In the unanticipated event that it becomes necessary to conduct indefinite or temporary layoffs of bargaining unit employees during fiscal year 2004, the employer shall inform MSEA as early as possible, but not less than thirty (30) calendar days in advance of the layoffs, and discuss upon request the potential impact upon unit employees caused by such layoffs. Employee participation in the Banked Leave Time Program and the Mandatory Furlough Program will be suspended for all employees in these bargaining units for the remainder of the fiscal year, beginning with the first pay period following such notice. The suspension shall not affect participation in the Mandatory Furlough Program prior to the suspension. All accrued Bank Leave Time hours shall remain subject to the provisions of the Letter of Understanding.

## **ARTICLE 13 ASSIGNMENT AND TRANSFER – LABOR & TRADES UNIT**

### **A. Definitions.**

1. **Assignment.** An assignment is the particular job duties to be performed at or from a particular work location, (and as applicable) on an assigned shift, and on an assigned schedule.
2. **Reassignment.** A reassignment is a permanent change in assignment made by the Employer of an employee covered by this Agreement.
3. **Relocation.** Relocation is the reassignment of an employee by Management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Work Location** shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in a secondary level negotiation, except that each of the following shall be considered a separate location:

a. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.

b. A building or group of buildings which constitutes a facility in the Departments of Community Health, Corrections, Family Independence Agency, and Education.

c. In the Department of Corrections and the Department of Community Health, a "work location" is defined as (1) a facility, (2) multiple facilities that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.

**6. Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.

**7. Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the original vacancy.

**8. Work Unit.** Where applicable, establishment of work units will be discussed at secondary negotiations.

**9. Qualified.** For purposes of this Article, except as provided in Section E., an employee shall be deemed qualified if he/she is actively employed on a permanent basis in satisfactory status in the same Department and Civil Service classification as the vacancy.

## **B. Right of Assignment.**

Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location within their classification. In filling a vacancy the Employer shall continue to have the right to assign a qualified employee subject only to the provisions of this Article.

## **C. General.**

1. Initial assignments and transfers are not grievable.

2. Reassignments will not be executed solely for disciplinary purposes.

3. Where a reassignment with relocation is contested, the employee will accept the reassignment and will be entitled to reimbursement for travel expenses in accordance with the State Standardized Travel Regulations up to a maximum of one-hundred eighty (180) days while the appeal is being processed.

4. When filling the original and secondary vacancies, the Employer will use seniority as the basis for transfer, unless otherwise specified in this contract. Adequate and timely

notice shall be made available to all employees of this Unit eligible to transfer to a vacancy.

**5.** An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence, or change in work location in excess of twenty (20) miles from the employee's present work location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.

**D. Assignment.**

**1. Relief Assignment.** Relief assignment may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. This shall not be done to avoid the payment of overtime. Relief assignments may be utilized by the Employer as a regular assignment, including the possibility of a relief pool.

**2. Other Assignment.** The Employer may reassign an employee to a subsequent level vacancy, within the employee's work location, provided that such reassignment does not require a shift change.

In assigning or reassigning an employee from one work location to another, or within a work location from one assignment to another, requiring a change in shift, the Employer will assign the least senior qualified employee. Within the Department of Community Health, reassignment shall be confined to a Facility. Nothing in this Article shall preclude the Employer from seeking volunteers for an assignment before the Employer reassigns the employee.

**3. Temporary Assignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a layoff list without being bound by the procedure of Section E., Sub-sections 3. and 4., of this Article. Such temporary assignments shall not exceed ninety (90) calendar days.

However, when such temporary reassignment results in the employee being reassigned to a work location that is twenty (20) miles further from home than the permanent work location, the employee will be eligible for travel and meal allowances.

**E. Transfer.**

**1. General.** Except as provided in Article 12, Section F, permanent vacancies in classifications in this Unit at work locations shall be filled in accordance with the provisions of this Article.

Employees applying for a transfer within their current classification and work location shall be given consideration in accordance with Section E.3. in filling a vacancy in accordance with the following:

a. The Employer reserves the right to appoint a qualified employee to a vacancy. In evaluating qualifications the Employer will consider:

(1) Whether the employee's experience and performance indicate overall ability to perform the work required in a satisfactory manner;

(2) Employees on authorized sick leave for a period of more than two (2) weeks, from the time the Employer seeks to fill the vacancy or employees on leave of absence will be considered unavailable;

(3) Sub-class code (Selective certification requirements) or valid occupational requirements in accordance with Article 12, Layoff and Recall.

b. Should the Employer raise a question of physical fitness of an employee to perform required work, the employee will not be held to a higher standard of fitness than that which is currently necessary to secure employment in the particular classification.

The procedure for tiered transfer priorities and transfer across shifts within the same work location shall be a proper subject for secondary negotiations.

**2. Limitations.** The Employer shall not be required to consider:

a. Probationary employees;

b. Employees with less than a satisfactory service rating, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;

c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;

d. Within the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no names from the Agency on the transfer list.

e. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediate preceding twelve (12) month period.

**3. Original Vacancies.** Except as provided in Article 12, Section F., original vacancies shall be filled by transfer of one of the three (3) most senior qualified employees who have applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in Sub-section 5.a. below. Such transfer requests shall be submitted to the Personnel Office in writing.

If there are less than three (3) qualified employees on the vacancy transfer list the Employer shall appoint one of the remaining qualified employees on the Transfer List. If there are no qualified employees on the Transfer List, the Employer may consider all other forms of appointment.

**4. Secondary Vacancies.** Secondary vacancies shall be filled in the same manner as original vacancies except when the secondary vacancy occurs at a work location which is underutilized in terms of a protected group employee. In such case only the secondary vacancy may be filled by the Employer as part of the Department's affirmative action plan. However, if it is apparent that in filling a third or subsequent vacancy in the same sequence that the Employer could work toward its affirmative action goal by appointment to such third or subsequent vacancy within the same county, the third or subsequent vacancy in sequence shall be used for this (affirmative action) purpose and the secondary vacancy shall be filled as provided in this Article.

**5.a. Vacancy Transfer List.** The Employer will establish vacancy transfer lists from which original and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the Seniority List provided for under Article II, Seniority. Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of each month. To be included on the list, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this agreement are expiring on September 30.

An employee may designate a maximum of three (3) preferred work units and/or locations.

In utilizing a vacancy transfer list to fill a vacancy, the Employer shall select one of the three most senior qualified employees who has designated a preference for the work location in which a vacancy is to be filled, except that an employee who accepts appointment from a vacancy transfer list shall not be entitled to another appointment from any vacancy transfer list during a six (6) month period following the effective date of the initial appointment from a vacancy transfer list. If there are less than three qualified employees on the Transfer List, the Employer shall select from the remaining names on the list. If there are no qualified employees on the Transfer List the Employer may consider all other forms of appointment.

In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish the employee the classification, work location, valid occupational or sub-class code (selective certification) requirements, and scheduled work days of the vacancy.

**b. Removal from Vacancy Transfer List.** An employee who has designated a preference for one or more work locations may voluntarily remove his/her name from

any vacancy transfer list for such work locations by providing the Employer written request at any time prior to an offer of appointment being made by the Employer to the employee.

The name of an employee who declines an offer of appointment from the vacancy transfer list shall be removed from the vacancy transfer list for the work location in which the offered vacancy is located. An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more (up to three) of the employee's designated work locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation, the vacancy will be held open for the employee who shall be obligated to accept it.

**c. Absence of Applicants on Vacancy Transfer List.** In the event that there are no qualified applicants on a vacancy transfer list for the work location in which an original or secondary vacancy occurs, and/or in the event that there are qualified applicants but none has accepted an offer of appointment to the vacancy from the vacancy transfer list, the original or secondary vacancy shall be filled as though it were a subsequent level vacancy as provided below.

**6. Subsequent Level Vacancies.** Within a work location or county, the Employer shall have the option of filling third and subsequent level vacancies at the work location where such vacancies occur by means other than the vacancy transfer list including appointment to meet an affirmative action goal consistent with other provisions of this Agreement. Requests for transfers from outside the work location or Department will be considered equally with new hiring; reinstatement; rehire; return from LOA; inter-classification transfer; placement of trainees; volunteers (not necessarily by seniority); promotion; demotion; and, involuntary reassignment. The Employer may make involuntary reassignments to subsequent level vacancies in accordance with Section E.7. of this Article. Involuntary reassignments not in accordance with Section E.7. of this Article shall only be by inverse seniority from the work location of the Employer's choice.

**7. Employee Conduct Transfer - Reassignment.** An employee may be transferred or reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work location will be detrimental to the continued effectiveness of that work location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct transfer or reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment shall be grievable. An employee conduct transfer shall not be grievable.

Reassignments shall not be executed solely for disciplinary purposes.

**8. Hardship Transfers.** Legitimate hardship transfer requests to another work location submitted by MSEA may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the

Department or any sub-unit thereof. For purposes of this Sub-section, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable.

**9. Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and MSEA.

**F. Expense Reimbursement.**

Employees who are reassigned with relocation under the provisions of this Article shall receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement. In addition, they shall be allowed travel, lodging, and meal allowances in accordance with the State Standardized Travel Regulations. If the Employer conducts interviews related to this Article, an employee selected for interview shall be allowed necessary and reasonable release from assigned duties and travel time without loss of pay or benefits. In the Department of Community Health, this Section shall apply only on a facility basis. Nothing in this Article shall preclude a Department from paying expenses on a transfer with relocation.

**ARTICLE 13 – SAFETY AND REGULATORY UNIT  
ASSIGNMENT AND TRANSFER**

**A. Definitions.**

**1. Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.

**2. Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.

**3. Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.

**4. Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.

**5. Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the initial vacancy.

**6. Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with Section C. of this Article.

**7. Work Location.** Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. In the Department of Corrections, the geographic area of assignment for Fire Safety Inspectors shall be one of three regions as agreed to by the parties. It is the intent of the Department of Corrections to minimize non-primary duties of the classification as changes in the number and location of positions occur. This definition shall be the subject of secondary negotiations at the request of either party.

**8. Work Site.** For the purpose of this Article each of the following shall be considered a separate work site:

- a. A building within a work location;
- b. A building or group of buildings which constitute a Facility of the Departments of Community Health, Corrections, Family Independence Agency and Education, or organizational field unit in the Department of Natural Resources;
- c. In metro-Lansing area, the various administrative office locations for each Department shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

**9. Seniority.** For purposes of this Article seniority shall be as defined in Article 11.

**10. Qualified.** For purposes of this Article, except as provided in Section C., an employee shall be deemed qualified if he/she is actively employed on a permanent basis in satisfactory status in the same Department and Civil Service classification as the vacancy.

**B. Assignment-Reassignment.**

**1. Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.

**2. Conditions of Employment.** Where a departmental condition for employment as expressed in writing prior to or at the time of hire, or a Department of Civil Service class specification, or Civil Service examination announcement provides that an individual employee may be reassigned or relocated, on a periodic, planned, or operational needs basis, there shall be no restriction upon the Employer in assigning and reassigning an

employee, within his/her classification and level, among work locations or within a work location.

**3. Other Assignment.** Prior to utilizing provisions of Section C of this Article, the Employer may reassign an employee, within the employee's work site, provided that such reassignment does not require a shift change.

In reassigning an employee from one work location to another or one work site to another, or from one assignment to another requiring a change in shift, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out-of-line seniority on a shift, agreements will be sought through the appropriate level Labor-Management Meetings. An employee who refuses a reassignment to another county shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights.

**4. Employee Conduct Reassignment.** An employee may be reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work site will be detrimental to the continued effectiveness of the work unit or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment requested by the employee shall not be grievable. Reassignment shall not be executed solely for disciplinary purposes.

**5. Employee Demotion.** The Employer may fill a position by either voluntary or involuntary demotion, of an employee in the Bargaining Unit, prior to transferring or recalling employees.

**6. Relief Assignment.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignments may be utilized by the Employer as a regular assignment.

**7. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being

bound by the procedure of Section C., Subsection 2., of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances.

**8. Limits to Reassignment.** An employee shall not be subject to reassignment requiring mandatory relocation of residence more than once in any three (3) year period except:

- a. By mutual agreement between the Employer and the employee;
- b. In cases of employee conduct reassignment;
- c. As required in Subsection 2. of this Section.

**9. General.**

a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time he/she is required to report early.

b. Reassignment of employees shall not be made in an arbitrary or capricious manner.

**C. Transfer.**

**1. Vacancy Transfer List.** Employees shall be entitled to express an interest in transfer to other work locations and/or work sites to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities shall be a proper subject for secondary negotiations. The issue of transfers within work sites of less than fifty (50) Bargaining Unit employees shall be a proper subject of secondary negotiations only upon mutual agreement of the parties. The Employer will establish vacancy transfer lists from which initial and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the seniority list provided for under Article 11, Seniority. Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of October, January, April, and July of each year. To be included on the lists, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this Agreement are expiring on September 30.

Employees submitting transfer requests, shall indicate a maximum of three (3) desired work locations by county designation or other appropriate designations as determined in secondary negotiations, except that no transfer rights shall exist for positions within an employee's current work site except as may otherwise be agreed to in secondary negotiations as provided above.

**2. Application.** Except as provided in Article 12, Section F., an initial vacancy shall be filled by one of the three (3) most senior qualified employees on the appropriate transfer list. The resulting secondary vacancy shall be filled in the same manner as the initial vacancy. Where there are less than three qualified employees on the transfer list the Department shall appoint one of the remaining qualified employees on the Transfer List. When there are no qualified employees on the Transfer List for the initial or secondary vacancy, the Employer may consider all other forms of appointment procedure. The Employer shall have the option of filling any subsequent vacancy by other authorized appointment procedures including continued application of these provisions.

In the Department of Corrections, Correctional Facilities Administration and the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no qualified employees from the Agency on the transfer request list.

**3. Limitations.** The Employer shall not be required to consider:

- a. An initial or continuing probationary employee;
- b. Employees in less than satisfactory standing, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;
- c. Employees who have been transferred or reassigned any time during the immediately preceding twelve (12) month period;
- d. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediately preceding twelve (12) month period;
- e. Employees if the vacancy is part of a Conduct Reassignment as described in Section B.4. above;
- f. Employees who do not possess the particular qualifications for the assignment, including but not limited to:
  - (1) Special job skills;
  - (2) Physical requirements;

(3) Selective certification requirements;

(4) Specialized qualification requirements determined in secondary negotiations.

g. Where a work site or facility is closed or divided, the Employer may reassign employees along with their work responsibilities to the new Facility or work site.

**4. Hardship Transfers.** Legitimate hardship transfer requests to another work location submitted by MSEA may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department or any sub-unit thereof. For purposes of this Subsection, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provision of this Subsection.

**5. Correcting of Staffing Imbalance.** Where the Employer seeks to correct a staffing imbalance between or within work locations or work sites, the Employer may consider transfer requests from an over staffed work site/work location prior to considering transfer requests from other work sites. When the Employer intends to utilize this provision the Employer shall give MSEA prior notice and shall, upon request, meet with MSEA to discuss the details of such action.

**6. Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and MSEA.

**D.** The Employer may reassign or transfer out of line seniority to maintain an existing affirmative action plan in accordance with applicable law when approved in advance by the State Personnel Director.

**E. Expense Reimbursement.**

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department may at its sole discretion authorize the application of part or all of such Article.

If the Employer conducts interviews related to this Article, administrative leave shall be allowed.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.

## **ARTICLE 43** **COMPENSATION**

### **Section D. The State Health Plan**

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**(13) Prescription Drug Plan.** The current Prescription Drug Plan shall be maintained except as amended herein. Effective January 1, 2003, there shall be an employee co-pay of \$7.00 for generic drugs and \$12.00 for brand name drugs. Effective January 1, 2004, the employee co-pay for preferred brand name drugs will be \$15.00 and the employee co-pay for non-preferred brand name drugs will be \$30.00. Brand name drugs determined to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug shall be so designated by the Pharmacy and Therapeutics Committee comprised of independent physicians across various specialties. The State of Michigan shall have no decision making authority in such determination. Participants filling prescriptions for maintenance drugs at the retail level will be provided with information on the mail order program.

**a. Generic Drugs.** The Plan shall also provide that unless otherwise specified by the prescribing physician, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available.

**b. Mail Order Prescription Drugs.**  
The Employer shall continue the current mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. Effective January 1, 2003, the employee shall have a \$7.00 co-pay per prescription for generic drugs and \$12.00 per prescription co-pay for brand name drugs. Effective January 1, 2004, the employee co-pay for preferred brand name drugs will be \$15.00 and the co-pay for non-preferred brand name drugs will be \$30.00.